



HISTORIC TOWN OF EATONVILLE, FLORIDA PLANNING AND ZONING BOARD AGENDA

Thursday, September 11, 2025, at 6:30 PM **CANCELLED**

Town Hall - 307 E Kennedy Blvd

Please note that the HTML versions of the agenda and agenda packet may not reflect changes or amendments made to the agenda.

NO PLANNING AND ZONING BOARD MEETING September 11, 2025 (NO AGENDA)

The Town of Eatonville is subject to the Public Records Law. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

****PUBLIC NOTICE****

This is a Public Meeting, and the public is invited to attend. This Agenda is subject to change. Please be advised that one (1) or more Members of any of the Town's Advisory Boards/Committees may attend this Meeting and may participate in discussions. Any person who desires to appeal any decision made at this meeting will need a verbatim record of the proceedings and for this purpose may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based – per Section 286.0105 Florida Statutes. Persons with disabilities needing assistance to participate in any of these proceedings should contact the Town of Eatonville at (407) 623-8910 "at least 48 hours prior to the meeting, a written request by a physically handicapped person to attend the meeting, directed to the chairperson or director of such board, commission, agency, or authority" - per Section 286.26



HISTORIC TOWN OF EATONVILLE, FLORIDA PLANNING AND ZONING BOARD UPDATE

SEPTEMBER 11, 2025 -

*******NO MEETING*******

PLANNING AND ZONING BOARD UPDATE:

The September planning and zoning board does not have any items to discuss and/or make recommendations. The October meeting will be held and two items will be on the agenda. If we have applications from now until the deadline, there might be additional items.

October Meeting will be:

- 1- Kick-off for the Historic Survey (attached scope and schedule) for the Planning Board
- 2- Townhome review and workshop for LDC updates.

The Historic Survey Project (led by the Historic Preservation Board) will be having a community kick off meeting. Please try to attend, although not required, the community workshop that will be 1-1/2 hours on October 7th and a virtual on October 9 (details to follow).

The National Trust for Historic Preservation has finalized the contract with Community Planning Collaborative (CPC) to provide a Historic Survey for the Town of Eatonville. The CPC will be drafting flyer(s) for the upcoming workshops, listening sessions, and board presentations:

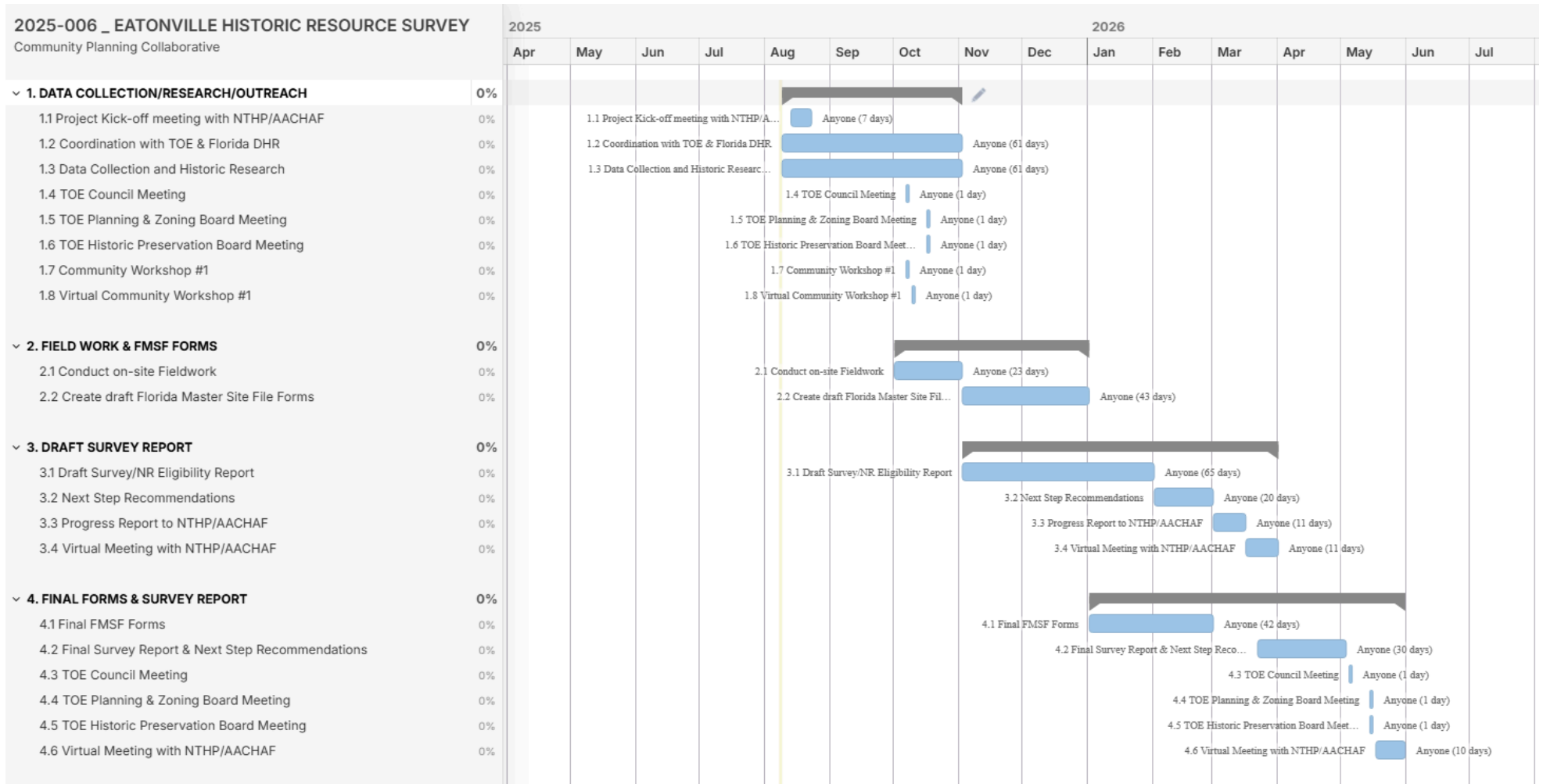
1- Community Workshops/Listening Sessions (In-Person and Virtual):

In coordination with the TOE, the community will be invited to provide input into the development of the historic resources survey. The plan is to facilitate one (1) interactive **in-person workshop on October 7, 2025** and (1) **virtual workshop on October 9, 2025** for the purpose of public outreach, input and to inform the public of the purpose of the project. Large-scale visual aids, especially maps and photographs of the project area, and an informational flyer for the meetings will be created. The in-person meeting is intended to be held in a public space or building within the survey boundary area. The workshop will be designed to be easily accessible and understandable by non preservationist citizens. The CPC team will then be available for questions from the public following the presentation. Both meetings are anticipated to last 1-to-1.5 hours.

- 2- **Town of Eatonville Council (October 7th at 6:30 pm), Historic Preservation Board Meeting, October 16th at 1:00 pm and Planning & Zoning Meeting, October 16th at 6:30 pm:**

The purpose of these meetings on **October 7, 2025** (Town Council Workshop, immediately following the Community Workshop) and **October 16, 2025** are to inform elected/appointed officials and the public of the purpose of the project. CPC staff will create and make a 10-to-15 minute PowerPoint presentation discussing the project purpose, methods, justification for the project area, schedule and address what the Florida Master Site File is and that it is not a regulatory tool. The presentation will also detail how field work is conducted and be on hand to answer any questions and/or take feedback for inclusion into the project.

Attached is a draft overall schedule and the project approach as approved and signed by NTHP.





Proposal for Consulting Services: Town of Eatonville Historic Resources Survey

July 13, 2025



July 13, 2025

Re: Eatonville Historic Resources Survey Update

Dear Melissa:

Community Planning Collaborative (CPC) in collaboration with Planning 2 Preserve, LLC, is honored to submit the enclosed proposal for the Eatonville Historic Resources Survey.

Our team has experience drafting historic preservation designation reports, National Register nominations, cultural resource assessment surveys, Florida Master Site Files, and survey reports that conform to Chapter 1A-46 of the Florida Administrative Code.

Established in 2023, Community Planning Collaborative is an urban planning and historic preservation consulting practice whose purpose is to elevate the voices and culture of those traditionally excluded from urban planning, land use and zoning. CPC facilitates community-led, history-based planning solutions so that equitable outcomes are possible. CPC principals are Ennis Davis and Adrienne Burke. Both certified planners, Davis and Burke have more than 40 years of combined experience working with historic African American communities in Florida in the fields of historic preservation, cultural heritage, urban planning, equitable economic development and community revitalization. CPC's historic surveys include LaVilla (Jacksonville), Historic Eastside (Jacksonville), Tampa Heights (Tampa), and Pepper Hill (Quincy).

Planning 2 Preserve, LLC, was established in 2024 to fulfill an industry need for specialized expertise in historic preservation planning with intuitive community engagement and practice with changing environmental impacts. This includes design guidance for historic properties, documenting post-WWII and Civil Rights-era historic contexts, and mitigating the impact of flooding on older and historic buildings to increase community resiliency. Jenny Wolfe, AIA, is the president and consulting principal of the firm who demonstrates 20 years of professional expertise with local government, state, and local non-profits; and private practice in an architectural firm.

While we bring previous nationwide preservation experience to the table, our core preservation work has been focused on the cultural heritage preservation and revitalization of historic Black communities. Already familiar and working in collaboration with the Eatonville community, we are uniquely positioned and excited by the prospect of working on a project of such national historic significance as the true, inclusive and equitable preservation of Eatonville.

Respectfully,

/s/ Ennis Davis

Ennis Davis, AIA
Community Planning Collaborative

Phone
904-577-0255

Email
info@planningcollab.com

Address
221 N. Hogan St. Ste. 101 Jax, FL 32202

planningcollab.com

Table of Contents

Project Team.....	3
Project Plan & Timeline.....	1.7
Cost Proposal & Schedule.....	75





Project Team



COMMUNITY PLANNING COLLABORATIVE

HELPING COMMUNITIES AND CULTURE FLOURISH

URBAN PLANNING + HISTORIC PRESERVATION PROFESSIONALS



WHO WE ARE

Community Planning Collaborative is an urban planning and historic preservation consulting practice whose purpose is to elevate the voices and culture of those traditionally excluded from urban planning, land use and zoning. CPC facilitates community-led, history-based planning solutions so that equitable outcomes are possible.

WHAT WE DO

Historic preservation planning, long-range land use planning, master site planning, land development regulations, placekeeping strategies, historic interpretation and research, historic cemetery planning, resilience planning, GIS mapping and analysis, grant writing and administration, and community outreach and engagement facilitation.

HOW CAN WE HELP YOUR COMMUNITY?

We work with you to highlight and promote community history and heritage, elevate community members' knowledge in land use and urban planning projects, and strategize and plan for your community's future. We blend practical planning and land use strategies with a commitment to working with people. We are passionate about people, history, and planning as combined forces to shape the future. We look forward to working with you.

"904-577-0255

() info@planningcollab.com

ewww.planningcollab.com

0 @planningcollab

@ @planningcollab

@ Community Planning Collaborative

221 N. Hogan Street Suite 237 | Jacksonville, FL 32202

4



ENNIS DAVIS, AICP
Principal

Education

B. Architecture, Florida A&M University

Years of Experience: 24

Registrations + Certifications

American Institute of Certified Planners (AICP): #026224

Professional Affiliations

Florida Trust for Historic Preservation, Vice-President, Board of Trustees

Florida Avenue Main Street Board Member

Just Community Planning Board Director (Co-founder)

Jacksonville Downtown Development Review Board (DDRB) Member

Next City Vanguard (2013 Class)

Moderncities.com (Co-founder)

Thejaxsonmag.com (Co-founder)



Ennis is Principal/Owner with Community Planning Collaborative, an urban planning and historic preservation consulting practice whose purpose is to elevate the voices and culture of those traditionally excluded from urban planning, land use and zoning. He has served as a Senior Planner with Alfred Benesch & Company and In-House consultant with the Florida Department of Transportation working on long-range planning, transportation planning and complete streets projects.

Ennis' expertise is in urban planning, master site development, transportation planning, cultural heritage preservation, graphics, ArcGIS mapping and equitable and inclusive community engagement. Ennis has a BA in Architecture from Florida A&M University. He is the Vice President of the Florida Trust for Historic Preservation, and Florida Avenue Main Street board member. Ennis is a sixth-generation Floridian and Gullah Geechee descendant.

SELECT PROJECTS

Durkeeville Revitalization Study - Consultant - City of Jacksonville - Jacksonville, FL [2024-Present]

North Greenwood CRA Zoning Initiative - Subconsultant - City of Clearwater, FL (2024-Present]

American Beach Neighborhood Planning and Cultural Heritage Plan - Consultant - Nassau County Government - Fernandina Beach, FL [2018-present]

Lincoln Park Historic Resources Survey - Consultant - Lincoln Park Main Street - Ft. Pierce, FL [202S-present]

LaVilla Cultural Heritage Trail - Consultant - Downtown Investment Authority - Jacksonville, FL (2023-2024)

Lift Ev'ry Voice and Sing Park Interpretive Panels - Consultant - City of Jacksonville Parks & Recreation - Jacksonville, FL (2023-2023]

Pepper Hill Neighborhood Historic Structures Survey - Subconsultant - Florida Division of Historical Resources - Quincy, FL [2023-2023]

LaVilla Historic Resources Survey and National Register Designation - Consultant - LaVilla Preservation Association - Jacksonville, FL (2024-Present]

Freedom Park Heritage Panels - Consultant - Cosmo Preservation Association - Cosmo, FL [2020-2022]

American Beach National Historic Landmark Nomination Subconsultant - National Park Service - Amelia Island, FL (2024-Present]



ADRIENNE BURKE,
AICP, ESQ.
Principal

Education

J.D., University of Florida
M.S. Architectural Studies,
University of Florida
B.A. History, University of Virginia

Advanced Oral History Summer
Institute (2023), University of
California Berkeley

Native American Studies Graduate
Certificate (In Progress), Montana
State University

Years of Experience: 17

Registrations + Certifications

American Institute of Certified
Planners (AICP): #31190
Florida Bar #50602

Professional Affiliations

National Council on Public History
Advocacy Committee Co-Chair

National Alliance of Preservation
Commissions CAMP Trainer

University of Florida Department of
Urban and Regional Planning
Advisory Council Member

Just Community Planning Board
Director (Co-founder)



Adrienne Burke is Principal/Owner with Community Planning Collaborative, an urban planning and historic preservation consulting practice whose purpose is to elevate the voices and culture of those traditionally excluded from urban planning, land use and zoning. She served as Principal Planner with Miami-Dade County working on historic preservation and long-range planning. She also worked in Northeast Florida as Planning Director for Nassau County, Executive Director for nonprofit organization Riverside Avondale Preservation, and Community Development Director for the City of Fernandina Beach.

Adrienne's expertise is in cultural and natural resource policy, as well as land development code and comprehensive plan management. Preservation specialties include cemeteries, African American history, and sea level rise planning. Adrienne has an undergraduate degree in history from the University of Virginia, and graduated from the University of Florida with a master's degree in historic preservation/urban planning and a law degree. She is a member of the American Institute of Certified Planners and the Florida Bar. She previously served on the board at the Florida Trust for Historic Preservation and the Board for the Florida Public Archaeology Network.

SELECT PROJECTS

American Beach Neighborhood Planning and Cultural Heritage Plan - Consultant - Nassau County Government - Fernandina Beach, FL (2018-present]

LaVilla Cultural Heritage Trail - Consultant - Downtown Investment Authority - Jacksonville, FL (2023-2024)

Historic Eastside Withintrification Strategy - Consultant - Lift Jax - Jacksonville, FL (2020-present]

Lift Ev'ry Voice and Sing Park Interpretive Panels - Consultant - City of Jacksonville Parks & Recreation - Jacksonville, FL (2023-2023)

Franklin Street Historic Resources Survey - Subconsultant - Tampa Downtown Partnership - Tampa, FL (2024-2024)

Various - Historic Preservation Equity Engagement - Florida and National - Staff - Miami-Dade County - Miami, FL [2020-2022)

Western Nassau Heritage Preservation Plan - Staff - Nassau County - Nassau County, FL (2018-2020)

Manatee Burying Ground Preservation Plan - Subconsultant - Terracon [2019]

Bosque Bello Cemetery Master Plan - Staff - City of Fernandina Beach, FL

□01□

6



JENNY WOLFE, AICP

President,
Planning 2 Preserve, LLC

Education

M.S. Architectural Studies,
University of Florida
B.A. Political Science, University of
Florida

Preservation Institute: Nantucket
Summer Intensive, University of
Florida

Years of Experience: 20

Certifications

American Institute of Certified
Planners (AICP): # 34226

Employment

Preservation Design Partnership
(PDP)
Preservation Planning Specialist,
2021- 2024
Philadelphia, PA (remote)

City of St. Augustine
Historic Preservation Officer,
2011-2021
St. Augustine, FL

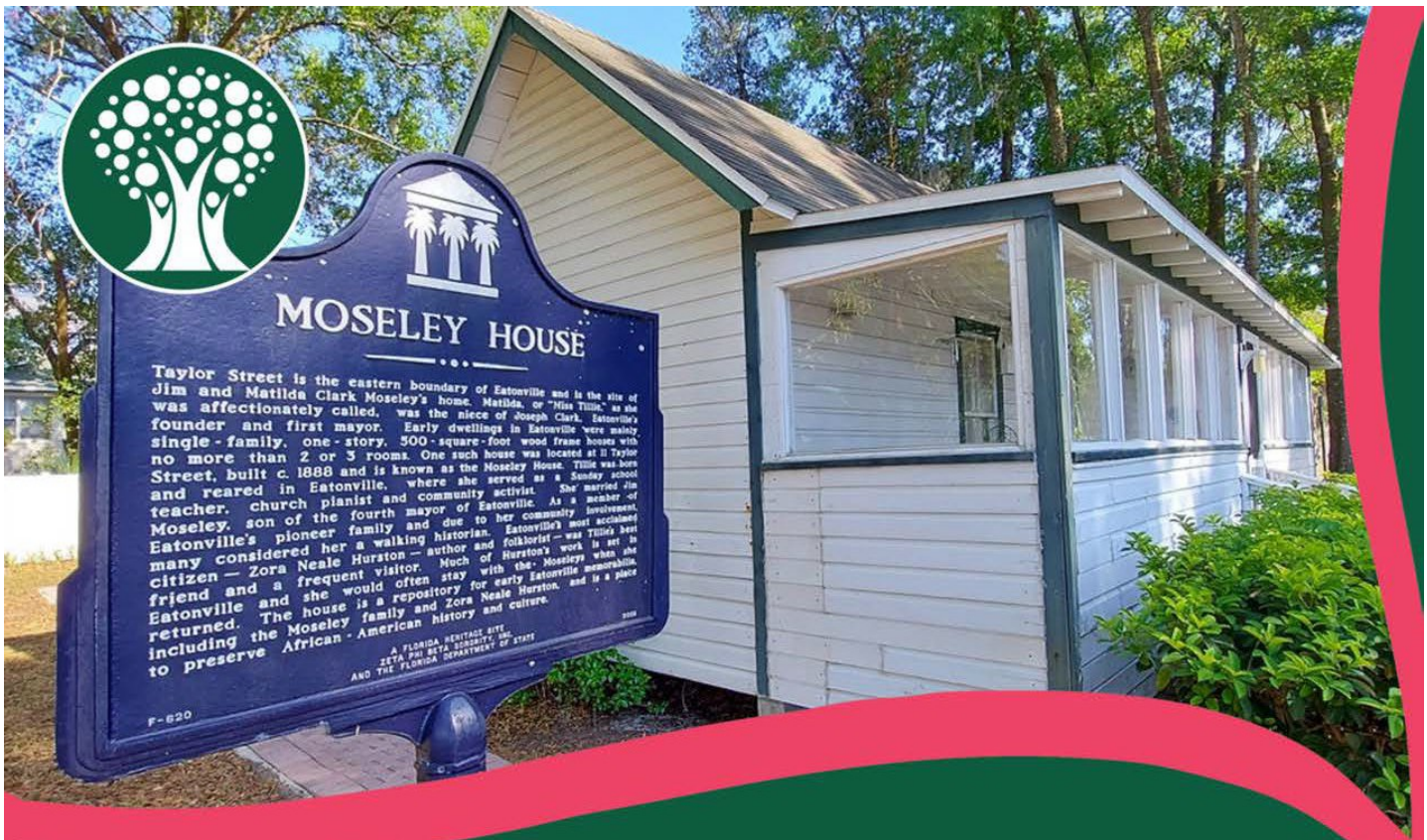


Jenny Wolfe is a cultural resource advocate, earning her master's degree from the University of Florida in historic preservation and spending 20 years in local government and non-profit preservation planning. During her ten years as the Historic Preservation Officer for the City of St. Augustine she managed the Historic Preservation Division including preservation planners and archaeologists. Before opening Planning 2 Preserve, LLC, she worked as the Preservation Planning Specialist for Preservation Design Partnership, a national firm based in Philadelphia recognized for architectural preservation, planning, and flood mitigation design in historic contexts. Since 2014, she has been on the Board of Trustees for the Florida Trust for Historic Preservation and completed a term as Board President. Jenny brings valuable dual perspective to coordinating between local government, state historic preservation offices, grant managers, and the National Park Service. She:

- Exceeds the professional qualifications for Architectural History as per the Secretary of the Interior's Standards for Historic Preservation
- Collaborated on historic preservation plans, resiliency guidance, and updates to design guidelines with a nationally acclaimed and award-winning firm across the southeast
- Co-developed three National Register of Historic Places designations
- Conducted architectural inventories of more than 2,100 buildings, meeting state inventory requirements and photographic standards
- Trained with the Historic American Building Survey staff on architectural photography best practices including large format black and white photography
- Secured and managed nearly \$2M in preservation grants for historic rehabilitation, inventory, and education projects
- Performed planning services in current zoning and comprehensive planning for local government
- Performed compliance review for new public and private improvements with local, state, and federal historic preservation laws

SELECT PROJECTS

Historic Preservation Plan. Consultant. City of Normandy, MO (current)
Crescent City National Historic District Survey Update • Subconsultant.
Crescent City, FL (current)
Historic Preservation Ordinance and Design Guideline.; Updates •
Subconsultant • City of Beloit WI (current)
Preservation Initiative.; for the Maritime Northwrt. Consultant with PDP
-City of West Palm Beach Community Redevelopment Agency (2022-2023)



Project Plan

Project Plan

The Scope of Work for the Eatonville Historic Resources Survey includes the phases described in the Project Plan below.

Phase 1 • Data Collection, Research & Community Outreach

- Meet with the Client in-person or virtually for a kickoff meeting, and on an as-needed basis for virtual meetings throughout the duration of the project. Client is defined as NTHP in partnership with the Town of Eatonville (TOE);
- Meet with Town of Eatonville Historic Preservation Board staff liaison as needed throughout the project process;
- Coordinate with the Florida Division of Historical Resources as needed throughout the project process to ensure compliance with FAC Chapter 1A-46;
- Support local partner in community outreach efforts, including attendance at in-person public meeting or workshop; and producing graphics and text that can be incorporated into outreach materials:
- Present at (3) Public Meetings; Planning and Zoning Board, Historic Preservation Board, and Town Council
- Conduct archival research of development in the survey area for the Town of Eatonville
- Review of Sanborn Maps, aerial photographs, historic photographs, contemporary newspapers, and other archival sources, as well as the review of the prior surveys;
- Facilitate (2) Community Workshops in coordination with the TOE: in-person and virtual workshops will be held to gather input from stakeholders that may contribute to the historic context and significance research;

Phase 2 • Fieldwork & Draft Forms

- Support TOE in community outreach efforts, including attendance at in-person public meeting or workshops; and producing graphics and text that can be incorporated into outreach materials;
- Conduct on-site fieldwork within the TOE, east of 1-4, including taking a minimum of two (2) updated photographs for each of the approximately 175 structures, and field-verifying 85 structures recorded in 2024
- Create updated Florida Master Site Files for previously recorded structures that were not updated in 2024, documenting alterations or demolitions and producing the required map attachments
- Create approximately 122 new Florida Master Site File forms for structures built before 1900 and producing the required map attachments;

Phase 3 • Draft Survey Report

- Produce draft survey report, placing emphasis and focusing on cultural heritage updates in the survey areas since the 1997 National Register designation;
- Evaluate data and provide conclusions of eligibility for inclusion on the National Register of Historic Places;
- Provide recommendations for next steps;
- Provide progress report to NTHP;
- Facilitate virtual meeting with NTHP/AACHAF to provide update on draft survey report and potential next step recommendations under consideration;

Legend

- NR Historic District
- Survey Areas
- Pre-1980 Parcels (I-4 East)
- Eatonville Boundary

The survey area is the east side of the Town of Eatonville and the historic cemetery. There are approximately 260 properties with structures that were built in 1980 or earlier. While some of these were surveyed in 2024 (85), all will need to be updated and potentially surveyed for the first time to evaluate integrity and significance.

- » Finalize updated Florida Master Site Files for previously recorded structures, documenting alterations or demolitions and producing the required map attachments;
- » Finalize new Florida Master Site File forms for structures built before 1980 and producing the required map attachments;
- » Finalize Survey Report and Next Step Recommendations;
- » Present at (3) Public Meetings: Planning and Zoning Board, Historic Preservation Board, and Town Council. CPC will notify NTHP of public meetings scheduled as part of the survey project;
- » Facilitate Final Virtual Meeting to NTHP/AACHAF representatives to present finalized Survey Report and Next Step Recommendations.



Cost Proposal & Schedule



Cost Proposal

The total cost proposal for this project is \$49,995.00, broken down as follows.

Item	Number of Unit\$	Unit Cost	Total Cost
Historic Resources Survey			
Update Site Files and Required Attachments	138	\$120/I-IR	\$16,560.00
New Site Files and Required Attachments	122	\$120/I-IR	\$14,640.00
Survey Report Update and Next Steps Recommendations	1		\$11,795.00
Meetings and Public Outreach Support - Virtual and In-Person*	8		\$7,000.00
TOTAL			\$49,995.00

The project will take approximately nine (9) months.

• The estimate includes coordination for in-person Planning & Zoning and Historic Preservation Board meetings, scheduled to occur on the sameday. It also anticipates that the in-person Community Workshop and Town Council meetings will be held on the sameday.

Exhibit B

National Trust Terms & Conditions

1. **Independent Contractor.** The relationship between the parties to this Agreement is that of independent contractor. This Agreement is not intended to create any association, partnership, joint venture, or agency relationship between the parties.

2. **Insurance.**

A. The Consultant shall maintain adequate insurance to provide coverage for liabilities arising from the acts and omissions of its directors, officers, agents, employees and sub-contractor performing work under this Agreement.

B. If the Consultant cannot meet these insurance requirements, the Consultant shall immediately notify the NTHP. The Consultant shall not commence work on the project unless its insurance coverage is approved in writing by the NTHP.

3. **Payment of Compensation.** The compensation authorized above will be paid in response to invoices submitted by the Consultant. Each invoice will be paid within forty-five (45) days after receipt by the National Trust, if all deliverables required to date have been delivered and all services required to date have been completed in a timely manner to the satisfaction of the Representative of the National Trust and in accordance with the provisions of this Agreement. Each invoice must include a detailed statement of the services provided and the contract number assigned to this Agreement.

4. **Indemnification.** The Consultant shall defend, hold harmless, and indemnify the National Trust against all claims, liabilities, damages, and expenses (including but not limited to reasonable attorney's fees) based upon or arising out of any act, omission, negligence, misconduct, and/or breach of this Agreement by the Consultant, its directors, officers, employees, sub-contractor, and/or agents while engaged in the performance of this Agreement.

5. **Consultant's Obligations.** The Consultant shall deliver all materials and perform all services for the compensation stated above using its best skills and attention.

6. **Work for Hire.** All materials to the NTHP pursuant to this Agreement (the "Materials") are a "work made for hire" under United States copyright law. The NTHP shall be the exclusive owner of all copyright and proprietary rights to the Materials. If the Materials do not constitute work made for hire as a matter of law, the Consultant hereby transfers and assigns all rights in the Materials to the NTHP. The Consultant shall provide any further documentation of this transfer that the NTHP requests. The Consultant shall secure the same agreement from all independent Consultants performing services in connection with the Consultant's performance under this Agreement. The Consultant may reproduce the Materials for use in its marketing and promotional materials and for exhibition to prospective clients.

7. **Representations and Warranties.**

A. The Consultant represents and warrants that they have full power to enter into this Agreement and to convey the rights granted herein to the NTHP.

B. These representations and warranties extend to licensees, sublicensees, and distributors of the NTHP.

8. **Force Majeure.** Either party may terminate or suspend its obligations under this Agreement if substantial performance of such obligations is delayed, prevented, or rendered impractical by an event beyond the party's reasonable control and without its fault or negligence, including, but not limited to: acts of God, acts of war or the public enemy, terrorism, fires, floods, epidemics, quarantine restrictions, strikes (other than own employees), freight embargoes and unusually severe weather, laws, regulations or orders of governmental authorities, curtailment of transportation facilities, or

other emergency making it illegal, impossible or impractical to perform this Agreement as planned. The non-performing party shall not be liable to the other for such delay or failure to perform its obligations, except there shall be a pro rata reduction in the consideration which would otherwise be payable or due under this Agreement. Upon such circumstances arising, the non-performing party shall promptly notify the other party in writing and the parties shall meet forthwith to discuss what, if any, modification may be required to the terms of this Agreement, in order to reach a resolution.

9. **Examination of Records.** The Consultant agrees that NTHP, or any of its duly authorized representatives, will have access to and the right to examine any books, documents, papers and records of the Consultant involving transactions related to this Agreement for the purpose of audit or making excerpts and transcriptions. The Consultant will maintain auditable records for three (3) years following the completion of the Agreement.

10. **Confidentiality.** The Consultant shall maintain in strict confidence any Confidential Information of NTHP that the Consultant reviews, receives, or acquires in the performance of this Agreement. NTHP will make efforts to clearly identify, preferably in writing, any Confidential Information. "Confidential Information" means, subject to the limitation set forth below: economic and financial information, sales and marketing plans, information and materials obtained from interviews or surveys, personnel information, membership and donor lists, business procedures, solicitation or contact methods, and any other information regarding the business of NTHP. Confidential Information does not include information that: (i) is or becomes available from public sources through no wrongful act of the Consultant; (ii) is already in the Consultant's possession prior to the date of this Agreement without an obligation of confidentiality, except for information disclosed during discussions related to this Agreement; (iii) is rightfully disclosed to the Consultant by a third party with no obligation of confidentiality; (iv) is independently developed by the Consultant; or (v) is required to be disclosed pursuant to any court or regulatory order served on the Consultant. The Consultant may disclose Confidential Information to its accountants, counsel, and other financial and legal advisors with a need to know. The Consultant shall not publicly release any information concerning NTHP or any subject relating to this Agreement, unless approved in advance and in writing by NTHP. This approval will not be unreasonably withheld.

11. **Conflict of Interest.**

A. No officer or employee of NTHP and no member of its Board of Trustees may participate in any decision on behalf of NTHP relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she is, directly or indirectly, interested; nor may any such officer or employee of NTHP, or any member of its Board of Trustees have any interest, direct or indirect, in this Agreement or the proceeds thereof.

B. Should either party discover such a conflict of interest, either apparent or actual, during the Term of this Agreement, the party shall promptly inform NTHP Law Division.

12. **Survival.** The obligations and rights of the parties which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation those obligations and rights set forth in Section 3 (Indemnification), Section 6 (Representations & Warranties), and Section 9 (Confidentiality), will survive beyond the termination or expiration of this Agreement.

remain in full force and effect.

13. Changes. The NTHP may unilaterally order minor changes in the work that are not inconsistent with the intent of this Agreement. The cost or credit to the NTHP as a result of these changes will be determined by the mutual agreement of the parties, and the price and schedule will be modified accordingly. The Consultant shall not perform any change in the work covered by this Agreement without advance written authorization from the NTHP.

14. Non-Discrimination. In accordance with applicable federal anti-discrimination laws, the parties shall not discriminate against any employee or applicant for employment because of actual or perceived race, color, national origin, creed, age, gender, marital status, sexual orientation, religion, mental and physical disabilities, sex (including pregnancy), personal appearance, gender identity or expression, family responsibilities, genetic information, matriculation, political affiliation or veteran status.

15. Governing Law. This Agreement is governed exclusively by the laws of the District of Columbia.

16. Subcontracting. The Consultant shall not subcontract its services without the prior written consent of the NTHP.

17. Assignability. The Consultant shall not assign this Agreement, or any interest in this Agreement, without the prior written consent of the NTHP.

18. Successors. This Agreement will be binding upon, and will inure to the benefit of, the parties and their respective permitted successors and assigns.

19. Sole Agreement. This document constitutes the sole agreement between the parties concerning the subject matter of this Agreement. It supersedes all prior and contemporaneous oral and written understandings.

20. Amendment. No amendment of this Agreement will be valid unless in writing and signed by both parties.

21. Waiver. A party's waiver of a breach is not to be deemed a waiver of any subsequent breach of the same term or of any other term. No waiver will be valid unless in writing and signed by the waiving party.

22. Severability. If any provision of this Agreement is held to be invalid, the remaining provisions of this Agreement are not to be affected and will continue in effect. The invalid provision is to be deemed modified to the least degree necessary to remedy the invalidity.

23. Counterparts & Electronic Signatures. This Agreement may be executed in any manner of counterparts, all of which shall constitute in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement, by signing and delivering one or more counterparts. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.